

Clarke CSD

Community Ed. Serv. Assn. (Mixed)

8/15/2005 8/14/2007

AGREEMENT BETWEEN

CLARKE COMMUNITY EDUCATIONAL
SERVICES ASSOCIATION

AND

CLARKE COMMUNITY SCHOOL DISTRICT

2005-2007

CLARKE COMMUNITY SCHOOL DISTRICT

AGREEMENT INDEX

2005-2007

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ARTICLE I ASSOCIATION RIGHTS

Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. Prior approval from the building principal or appropriate supervisor as to the time and place of all meetings is required.

Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the district mail service and employee mailboxes for communications to employees.

Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE II DEFINITIONS

The term "school district", as used in this Agreement shall mean the Clarke Community School District in the counties of Clarke, Decatur, and Lucas, State of Iowa, its Board of Directors, or its duly authorized representatives.

The term "Association", as used in this Agreement shall mean the Clarke Community Educational Services Association an affiliate of the Iowa State Education Association, or its duly authorized representatives.

The term "employees", as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in PERB Certification (Case 2587).

The term "regular employee", shall mean all employees whose regularly scheduled work year is, at least, the scheduled days of school and, at least 6 hours a day, or at least 30 work hours a week.

The term "full-time employee" shall mean all employees whose work year is at least 260 work days per year (including paid holidays) and, at least 8 work hours per day, and at least 40 work hours per week.

The term "part-time employee" shall mean all employees whose work week requires less than thirty (30) work hours per week

The term "temporary employee" shall mean all employees employed on an uninterrupted basis by the Board for 75 working days.

ARTICLE III DUES DEDUCTION

.. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of association dues in the amount sufficient to cover the prevailing rate.

. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee each month for ten months, beginning in October and ending in July of each year.

. Prorated Deduction

New employees must request dues deductions within thirty (30) days of the commencement of employment, but not later than September 15 if employment commences on or before the start of the school year. All other employees must request dues deduction not later than September 20. Employees who begin deductions after October will have the total dues prorated and deducted on the basis of the remaining months of employment through June.

. Duration

Such authorization shall be renewed yearly unless revoked in writing by a thirty (30) day notice to the Employer.

. The Association and any individual member agrees to indemnify and hold harmless the Board of Education, each individual Board Member, and all School District Administrators against any and all claims, costs, lawsuits, or other forms of liability and all court costs arising out of the application of the provisions in agreement between the parties for dues deduction.

ARTICLE IV LEAVES OF ABSENCE

All leave earned (sick, personal, family) will accrue starting the first day of hire. Leave taken during the probation period (see Article XI) will be deducted and/or repaid to the employer if the employee does not successfully complete the probation.

.. Advance Notice

1. An employee must complete and sign a request for approval of absence from school duties on such form as provided by the Employer for all absences except family leave, and when possible, in cases of personal injury or illness. It shall be the employee's responsibility to notify the Employer at the earliest reasonable time possible so as to allow adequate time to secure a substitute.
2. If an employee does expect not to return to the assignment, and has not already notified the immediate supervisor, the employee must notify the immediate supervisor, or designated representative, of such intention. On the involved work day, bus drivers must notify the Transportation Supervisor between 4:30 a.m. and 5:15 a.m. for the morning routes and by or before 12:01 p.m. for afternoon routes and activity trips; cooks and kitchen employees must notify their Head Cook or Food Service Supervisor between 5:45 a.m.

and 6:15 a.m. and other support staff must notify the designated representative between 5:45 a.m. and 6:30 a.m.

3. If the employee does not give said timely notice and does not return to work and a substitute subsequently reports for duty, the substitute will work the full day and the employee will not receive pay for any time for said day(s).

Health Leave

1. Health leave applies to regular and full time employees as defined in this labor agreement, and in proportional amounts to part time employees.
2. The Employer will grant sick leave for personal illness or injury in the following amounts:
 - (a) The 1st year of employment 10 work days
 - (b) The 2nd year of employment 11 work days
 - (c) The 3rd year of employment 12 work days
 - (d) The 4th year of employment 13 work days
 - (e) The 5th year of employment 14 work days
 - (f) The 6th year of employment 15 work days
 and subsequent years of employment
3. The above amounts shall only apply to consecutive years of employment in the Clarke Community School District and unused portions shall be cumulative up to a total of one hundred (100) work days.
4. Health leave is to include any medical, dental, or eye appointments which the employee would be unable to make on a Saturday, as many doctors make appointments on week days only.
5. Health leave cannot be used where deferment of treatment or medical service would be possible at a time other than during the school year.
6. The minimum amount of sick leave request that can be granted is one-half (1/2) work day.
7. In order to qualify for payment, the Employer has the right to require evidence to substantiate the absence.
8. Regular and part-time employees who are employed by the district and become ill during the summer recess shall receive their accumulated sick leave pay at the time the employee is directed to report for work, if the employee is still sick. Current year sick leave will become available, and be pro-rated at the time the employee is able to return to work.
9. Employees who have more than 100 days of unused health leave at the end of the contract year will receive \$6.00 per day, up to a maximum of \$90.00 per year, for the unused days over 100.

Family Leave

1. Family leave applies to regular and full time employees as defined in this labor agreement, and in proportional amounts to part time employees. The family member will be identified on the Leave of Absence Request Form.
2. The Employer will allow all employees to use two (2) days leave per year cumulative to five (5) for giving attention to the health needs of his/her family. Family is defined as to include spouse, child, parents,

spouse's parents, sisters, brothers, grandchildren, son-in-law, daughter-in-law and any other person approved by the superintendent.

3. In an emergency situation (when all available family and personal leave has been exhausted), an employee may exchange up to 5 health leave days for an equal number of family leave days. In the event an employee needs to exchange a health leave day for a family leave day the employee must fill out a Request for Transfer of Sick Days Form stating the reason in addition to the Leave of Absence Request Form. A committee of five (5) support employees appointed yearly will make a decision within 5 working days after the end of the pay period as to whether the request fits within the emergency situation definition. Emergency situation is defined as 1) the hospitalization of spouse, parents, spouse's parents, children, son-in-law, daughter-in-law, or grandchildren; or 2) the illness of parent, child or spouse. Emergency situation does not include regular doctor's checkups, eye or dental appointments.
4. Questions concerning the validity of the reason for absence will be resolved by the Employer and/or committee.

i. Bereavement Leave

1. Bereavement leave applies to regular and full time employees as defined in this labor agreement, and in proportional amounts to part time employees. The family member will be identified on the Leave of Absence Request Form.
2. Each employee will be granted up to five (5) days leave per occurrence for a death of his/her spouse, child, parent or spouse's parent.
3. Each employee will be granted up to two (2) days leave per occurrence for a death of a family member defined as to include sisters, brothers, grandparents, spouse's grandparents, grandchildren, sons-in-law, daughters-in-law, sister-in-law, brother-in-law, niece, nephew and any other person as approved by the superintendent.
4. In all cases of bereavement leave the employee, to be granted leave, must make arrangements for and/or attend the funeral or memorial service.
5. Questions concerning the validity of the reason for absence will be resolved by the Employer.
6. In the event of the death of an employee of, or student in, the Clarke Community School District, the Employer may decide to grant to an employee(s) time off to attend the funeral.
7. Bereavement leaves under this section are non-accumulative.

ii. Personal

1. Personal leave applies to regular and full time employees as defined in this labor agreement, and in proportional amounts to part time employees.
2. All employees shall be allowed a maximum of two (2) days in any one (1) employee service year, without loss of salary, for personal leave.
3. Personal leave shall be used for such things as:
 - (a) Illness within the immediate family (not covered by present Family Leave Clause);
 - (b) court subpoena;

- (c) emergencies; and
 - (d) for handling of personal business.
4. Personal leave may be taken, if substitutes are available, after giving twenty-four (24) hours notice to the principal of the building.
 5. Emergency personal leave (less than twenty-four (24) hours notice) for any real emergency or the funeral of someone other than a close relative is to be granted only with the approval of the building administrator.
 6. Personal leave may not be taken immediately preceding or following any scheduled break in the calendar, nor on an In-Service Day, and not the first or last five (5) student school days, except with the approval of the superintendent or his/her designee. In order for the exception to be considered the reason for the personal leave will be required in writing.
 7. No personal leave for less than one-half (1/2) day will be granted.
 8. Personal leave is not cumulative from one contract year to the next.
 9. Any personal days remaining unused at the end of the school year will be purchased from the Employee at the rate of \$45.00 or the equivalent of one day's pay whichever is less.

Professional Leave

Attendance at educational meetings (clinic, workshops, etc.) is permitted with full pay if such absence is approved by the employer.

- (a) Full pay includes regular salary, personal car mileage reimbursement, registration expense, meals, and lodging upon presentation of receipt(s) as approved by the Employer.
- (b) A written request on a form provided by the Employer for said leave must be submitted to the Employer at least ten (10) work days prior to day of the anticipated absence.

Jury Duty

1. An employee required to serve as a juror shall receive his/her regular wage or the stipend paid by the court, whichever is higher.
2. In order to receive regular wage, the employee must submit certification of service and assign all fees, except mileage and parking reimbursement, received for any such duty to the Employer.
3. When released from jury during working hours, the employee will report to work.

Unpaid Leave

1. In the event that an employee requests a leave of absence from work without pay, said request should be made in writing in advance, stating the reason(s) and sent to the Superintendent.
2. The Superintendent will consider each such request on its individual merits before rendering his/her decision.

Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993. (This inclusion shall in no way reduce or adversely impact any other provisions of the leave policy.)

Leave for Judicial Proceedings

1. An employee will be granted leave with pay to attend judicial proceedings under the conditions set forth hereafter.
2. "Judicial Proceedings" is defined to include the following:
 - a. Civil litigation under any provision of the Code of Iowa against Clarke Community School District and/or any director or employee thereof arising out of the employee's employment with the district.
 - b. Civil litigation instituted by or on behalf of Clarke Community School District.
 - c. Litigation arising out of or relating to Sec. 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), the Education for Handicapped Children Act of 1975 (20 U.S.C. Sec. 140 et seq.) or any other statute or regulation relating to the education of handicapped or developmentally disabled students when Clarke Community School District and/or any director or employee is a party to the litigation, or when Clarke Community School District is interested in or potentially affected by the outcome of the litigation.
 - d. Proceedings before the Iowa State Department of Education, the Professional Teaching Practices Commission, or the State Board of Educational Examiners when Clarke Community School District is either a party thereto or interested in or potentially affected by the outcome thereof.
 - e. Any criminal proceeding in which the Clarke Community School District and/or any director or employee thereof is a witness or party, provided, however, that the employee's involvement in the criminal proceeding shall have arisen while the employee was acting in the course and scope of his/her employment. Judicial leave will not apply to traffic offenses.
 - f. Litigation arising under the Constitution of the United States, the Constitution of the State of Iowa Title 42, United States Code, or Chapter 601A, 1981 Code of Iowa, when Clarke Community School District is either a party thereto or interested in or potentially affected by the outcome thereof.
 - g. Any other civil litigation when Clarke Community School District is a party thereto.
 - h. Other civil litigation when Clarke Community School District is interested in or potentially affected by the outcome thereof.
 - i. Appeals of any of the above listed proceedings.
 - j. Pre-trial proceedings in connection with the above, including but not limited to pre-hearing or pre-trial conferences, hearing on motions or similar matters, and attendance at or giving of depositions.
3. Leave granted pursuant to this Article shall be granted in one-half day increments and in the least amount reasonably necessary to accommodate the needs of the employee.
4. Leave pursuant to this Article shall be granted only upon request of the employee, in writing, setting forth the precise nature of the judicial proceedings to be attended and the date or dates of the requested leave. The written request shall be submitted at least seven days in advance of the date for which leave is requested or shall contain a statement of the reasons necessitating a shorter notice. All requests shall be submitted to the Superintendent or his/her designated substitute. The seven day requirement shall be waived when a judicial proceeding is scheduled less than seven days in advance.
5. For purposes of this Article, litigation includes administrative agency proceedings.

5. This policy shall not apply to any litigation or proceeding in which the employee is a party or witness for a party against the district.

Association Leave

The Employer will grant up to four (4) days leave with regular pay for the purpose of attending meetings of state, regional affiliated associations of the Association each year.

1. Three (3) additional days, with pay, may be granted at the sole discretion of the Employer.
2. No more than three (3) employees can be absent on Association leave at any one time.
3. No one (1) employee may be gone more than two (2) consecutive days on Association business.
4. Leave for less than one-half (1/2) day will not be granted.
5. Personal car mileage, registration expense, meals and lodging in conjunction with Association leave will not be paid for by the Employer.

ARTICLE V

HOLIDAY PROVISION

The following listed days are recognized as paid holidays.

1. Labor Day
2. Thanksgiving Day (Thursday)
3. Day following Thanksgiving Day (Friday)
4. Christmas Day
5. New Year's Day
6. Employer designated holiday
7. Memorial Day
8. Independence Day

To qualify for a paid holiday, an employee must be contracted to work the day before and the day after the listed holiday. Notwithstanding this restriction, all employees will be entitled to paid holidays for both Christmas Day and New Year's Day. If school is dismissed prior to Memorial Day, employees will be paid for the holiday.

Paid holiday wages are pro-rated commensurate with employees average contracted work day.

ARTICLE VI

VACATION

All full-time employees as defined in this Agreement shall be entitled to the indicated vacation times.

Upon the satisfactory completion of the following number of work days an employee earns the indicated vacation time, holidays will be counted.

[illegible]

- . Vacation time can accumulate through but not exceed 20 days.
- . Vacation time must be requested at least two weeks in advance of the desired vacation date(s). A requested vacation date(s) may not be denied except for good cause. This restriction may be waived at the discretion of the employee's immediate supervisor. Approval for the use of vacation time must be obtained from the immediate supervisor or the Superintendent.

ARTICLE VII

INSURANCE

- Comparable group health, life, and long term disability insurance benefits in effect on July 1, 1997, shall be made available for eligible employees covered by this Agreement. The selection of the insurance carrier will be made by the Employer. The Employer may select a policy that includes a preauthorization requirement.
- . In addition to the salary, the District shall provide all regular and full-time employees of the District the sum of \$466 per month for 2005-06 which may be used to purchase insurance provided in this article or may be received as salary. Every eligible employee must participate in the long term disability and life insurance benefits provided under this Article. Every eligible employee must participate in the medical benefit unless a waiver is permitted due to coverage under spouse's employer's group plan and the district plan provided under this Article is not adversely affected.
- . While on approved unpaid leave of absence, the entire insurance premium(s) is to be paid by the employee.
- . The Employer will make a reasonable and conscientious effort to obtain health insurance coverage for part-time employees and will make this coverage available to the employee. If insurance coverage is available, the total cost of the insurance coverage will be born by the employee electing to be covered.
- It is the intention of the parties that the payments provided in this Article qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code. In negotiating the amount available, the parties are attempting to approximate the cost of single health insurance, disability and life insurance, although the parties recognize that the amount may from time to time be different than this general goal.

ARTICLE VIII

HEALTH

- . At the time of initial employment with the district each employee covered by this Agreement shall submit a written report from a licensed physician that the employee is fit to perform the tasks assigned. The test for tuberculosis will be administered by the school nurse unless there is prior approval. The new employee, except bus drivers, shall pay the cost of this examination. The new bus drivers will be reimbursed up to \$50.00 for their initial physicals.
- . Such reports will then be required at three (3) year intervals.
 1. The Employer will pay up to \$45.00 towards the cost of the physical examination upon presentation of statement of costs.

The Employer will pay up to \$75 towards the cost of the physical examination upon presentation of statement of costs for any employee who is not eligible for insurance coverage because he/she works less than 30 hours per week.

Any employee who signs a waiver of insurance coverage because he/she has other group medical insurance will not be reimbursed for his/her physical.

2. All such medical records will be maintained by staff as per Department of Education and State Statute so require.
3. The Employer will pay up to \$50.00 for bus drivers physicals once every two years upon presentation of statement of costs.

At times other than those set out above, the district may require an employee to be examined by a physician of its choice for fitness to perform the tasks assigned. If the district requires an examination, it shall pay the cost of the exam.

Physical exams will be due as prescribed by Board Policy, state or federal law and placed on file at the Superintendent's Office.

Employees not meeting physical exam deadline will not receive reimbursement. Employer will make a reasonable attempt to advise an employee in advance of the deadline for the examination.

ARTICLE IX

SAFETY

The Employer is committed to meeting the current standards in employee safety and health in keeping with the requirements of the current Occupational Safety and Health Act and other applicable statutes and regulations.

Objectives

1. It is the objective of the Employer to assure that every employee has a safe and healthful place in which to work.
2. It is also the intent of the employer to help each employee recognize his/her responsibilities to safe employment and require that he/she adhere to those responsibilities.

Safety Advisory Committee

1. The Safety Advisory Committee, consisting of one unit employee from each employment specialty group plus an equal number of Employer representatives, will be established.
2. The Employer will periodically schedule meetings to receive suggestions and recommendations for consideration in keeping with the objectives stated in paragraph B.

Assault of an Employee

1. The Board will give full support and assistance for any assault on an employee while acting within the course and scope of the employee's duties.
2. An Employee shall immediately report an assault occurring in the course and scope of employment to the Employee's supervisor and Superintendent. The Superintendent will comply with any reasonable request from the employee for non-confidential information relating to the assault.

Protection of Employees, Students and Property - Use of Reasonable Force.

Any employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the persons or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

ARTICLE X

EVALUATION PROCEDURES

- . The employer recognizes the importance and value of evaluating an employee. The primary purpose of our evaluation procedure is to identify personal and performance characteristics of the employee and reveal areas in which the employee can improve his/her job performance and professionalism.
- . The job descriptions have been reviewed, scrutinized and approved by the Board of Education and therefore is an important part of the evaluation process in as much as it describes the minimum expectations for each individual in his/her specific job.
- . An employee will be observed (both formally and informally) by the Employer during each evaluation year. 1.) New employees shall be formally evaluated at least once during each of their first two (2) years of employment. 2.) Employees who have successfully completed their first two (2) years of employment shall be formally evaluated at least once (1) every three (3) years. 3.) The employer reserves the right to evaluate an employee every year after the first two (2) years of successful employment if the employer deems it necessary.
- . Information resulting from formal and informal observations will be utilized in the preparation of the employee's formal written evaluation. All written formal evaluations when completed, will be kept on file at the District Administration Office. The supervisor will notify the employee when said evaluation will be completed, that is to record his/her job performance. The conference with the employee to discuss the evaluation will be held within fourteen (14) days of the completion of the evaluation.
- . The supervisor's copy is to be the official copy for record and he/she will decide and designate the actual job performance grade to be recorded for record.
- . A completed and signed copy of said evaluation form will be provided for the employee.
- . Each employee shall have the right at any time within that particular office's work hours and within the limitations of the applicable labor agreement or individual work contract to review contents of his/her personnel file and respond in writing to the materials contained in it.
- . Each employee will be provided with the evaluation tool that applies to their job description usually within the first thirty (30) days of employment. Each year thereafter, only new employees will receive a copy, provided there are no changes in the evaluation tool used.
- . An evaluation review committee will be named to review and comment upon proposed changes in the evaluation tool used by the district.

ARTICLE XI

SENIORITY RIGHTS

Definition

The term "seniority" shall mean an employee's continuous length of service in the District since the last date the Board officially hired the employee. Seniority will accumulate from the employee's first day of work, based upon accumulative full years of work. Employees who work a part of the school year shall be given credit for a full year if they begin before February 1st and complete the year.

If two employees have an equal number of years of service, the employee with more years of service at more than 4 hours per day shall be most senior. If employees are still tied, the employee with the earliest hire date shall be senior. When the hire date is not determinative or is unknown the employer can choose to designate which employee is senior.

Probation

Upon initial employment an employee will be on a sixty (60) working day probationary period. At the end of the 60 day probation period a conference will be held with the supervisor and employee. The employee can be put on an extended probationary period of up to 60 days if both the employer and employee agree. Upon completion of a satisfactory probation review the employee shall be put on the seniority list with seniority determined from the last date of hire. The probationary period may be started in one school year and completed in the next school year if the summer vacation is the only reason for the break in service.

Breaks in Service

An employee's seniority ceases to accumulate by reduction in force or unpaid leave. Seniority rights shall be forfeited if the continuous period of lay off exceeds one (1) year. If an employee who is laid off returns to work within one (1) year, the employee's previously earned seniority will be reinstated. If an employee leaves a position represented by the Union, but remains an employee of the school district, the employee's accumulated seniority shall be frozen. If an employee returns to a position in the District represented by the Union, he/she shall receive credit for seniority previously earned as a member of the bargaining unit.

ARTICLE XII

PROCEDURE FOR STAFF REDUCTION (LAY-OFF)

Coverage - All unit personnel

Staff Reductions

1. Any reduction will be attempted to be accomplished by attrition within each specific employment group. The employment group will classify teacher associates and 1-on-1 teacher associates as well as these positions with BA degree in the same job classification when considering staff reductions.
2. If a further reduction is to occur, in determining which employees are to be reduced, the Employer's decision will be based on the Employer's needs to maintain school program.
3. The employee with the least seniority within the applicable job classification as defined in this agreement shall be reduced first.

4. The "1-on-1 associate" position would automatically be eliminated when the student no longer requires a 1-on-1 associate. The associate will have recall rights as defined in Article XII, Section D.

C. Notification

The Employer shall provide written notice to the potentially affected personnel of possible reduction of staff not later than June 1 of each year. If the decision to terminate a particular employee by reason of staff reduction is reversed by a grievance arbitrator, then the Employer shall be excused for compliance with this notice requirement in pursuing staff reduction (lay-off) of another employee, but will provide the employee with 30 days notice.

D. Recall

1. Any unit employee terminated or demoted pursuant to need for cutting of staff positions will be considered for recall within each specific employee group for a period of two (2) years if a request for such consideration is made by the concerned member, in writing, to the Superintendent of schools within the sixty (60) calendar day period immediately subsequent to said employee termination or demotion.
2. An employee who is recalled and returns to work will be paid the applicable salary plus the current raise beyond where he/she was at time of lay-off, providing they have complied with all applicable Board policies, state and federal laws and district directives.

ARTICLE XIII

TRANSFER AND PROMOTION PROCEDURES

A. Explanation

1. The Employer reserves the right to assign and/or transfer or promote unit employee(s) according to the needs of the School District.
2. A transfer is a change from one job classification to another, subject to final approval of the superintendent.
3. A promotion is interpreted to mean advancement within the same general category, i.e. custodian to assistant head custodian or assistant head custodian to head custodian.
4. A voluntary transfer or promotion request will be given first consideration by the Employer in any transfer or promotion.

B. Involuntary Transfer or Promotion

1. Changes in assignment may be made at the initiative and discretion of the school district.
2. Employees who are involuntarily transferred or promoted shall not be paid a lower rate of pay due to an involuntary transfer or promotion.

C. Voluntary

1. The employer shall post a notice regarding each vacancy occurring during the school year in the High School Office, Junior High Office, High School Kitchen, Jr/Sr High Workroom, Elementary Work Room, Elementary Kitchen, Bus Garage, and Administrative Office.
2. The notice shall be posted in a conspicuous place in each building for a period of three (3) working days not counting the posting day. The posting shall contain the following information:
 - a. type of work

- b. location of work
 - c. starting date
 - d. minimum rate of pay or pay range
 - e. hours of work
3. Interested employees may apply in writing to the Superintendent, or designee, within the three (3)-day posting period.
 4. Employees who wish to be considered for vacancies occurring outside the school year shall notify the Superintendent in writing prior to the end of the school year. Vacancy notices for vacancies occurring outside the school year will be sent to the requesting employees and posted in the Administrative Office. In addition to the information in paragraph C.2. above, the vacancy notice shall advise the employee of the date that applications are due.
 5. If the transfer or promotion application is within the best interest of the school district, the Superintendent or designee will cause an interview to be arranged with the supervisor of the area to which the employee wishes to transfer or be promoted.
 6. Vacancies shall be filled with the most senior qualified applicant consistent with the needs of the employer. The principal or supervisor of the affected area may accept or reject the transfer or promotion request. The Superintendent must give final approval or disapproval of all transfers or promotions.
 7. An employee's request for transfer or promotion, if granted, will not become effective until the following school year unless otherwise determined by the school district.
 8. Employees who are transferred voluntarily shall be paid at the minimum rate of pay for the new position plus ten cents (\$.10) per hour for each full year of employment as calculated under Article XI, paragraph A up to a maximum of one dollar (\$1.00) or at such other higher amount as the Superintendent determines to be appropriate based upon the employee's experience and training. Salary amounts shall be subject to the Board of Director's approval.
 9. Employees who are promoted shall be paid either the beginning salary for the new category or their present salary plus 25¢ for each step of advancement, whichever salary is higher.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definitions

1. Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. Grievant: A "grievant" is the person(s) or the Association making the allegation.
3. Day: As used herein, "day" shall mean employee working day. The time limits provided herein may be extended by mutual agreement.

Procedures

Level 1: Principal or immediate supervisor (Informal)

An employee with a grievance shall first discuss the grievance with the principal or immediate supervisor, with the object of resolving the matter informally.

Level 2: Principal or immediate supervisor (Formal)

If the grievance cannot be resolved informally, the grievant may file the grievance in writing, with the building principal or immediate supervisor. The written grievance shall state the nature of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested. The filing of the formal, written grievance at level two must be within seven (7) days from the date of occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence. The building principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Association, provided that, at the request of the building principal or immediate supervisor, a meeting shall be held with the grievant to discuss such grievance. The decision shall be communicated within fourteen (14) days from receipt of the grievance or ten (10) days from the date of the meeting, if held, whichever shall be the lesser.

Level 3: In the event a grievance has not been satisfactorily resolved at the second level, the grievant may file, within ten (10) days of the principal's or immediate supervisor's written decision at the second level, a copy of the grievance with the Superintendent or designee. Within ten (10) days after such written grievance is filed, the grievant and the Superintendent or designee shall meet to consider the grievance. The Superintendent or designee shall file an answer within ten (10) days of such meeting and communicate it in writing to the employee and the Association.

Level 4: If the grievance is not resolved satisfactorily at level three, the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Association shall with the consent of the grieving employee submit a written request to the Superintendent within twenty-five (25) days from receipt of the level three answer. The arbitrator shall be selected by the two parties within five (5) days after said notice is given. If the two parties fail to reach agreement on an arbitrator, the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board shall be requested to provide a panel of at least five (5) arbitrators, from which a selection shall be made in accordance with its practices.

The cost for the services of the arbitrator and the cost of the hearing room shall be borne equally by the school district and the Association. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party; however, a party requesting a copy of the transcript or recording shall pay for such copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue his/her decision not later than fifteen (15) days from the date of the close of the hearing(s). The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her, and his/her

decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

. Group Grievance

If a grievance involves a group of employees, the grievance shall be submitted in writing by the Association to the appropriate administrator at level two. The filing of a group grievance must be within thirty (30) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant(s) could reasonably have become aware of such occurrence.

. Representation

The grievant(s) shall be present at all meetings, and at the option of the grievant(s), may be represented at such meetings. When an employee is not represented by the Association, the Association shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent with or contrary to the provisions of this Agreement.

. Miscellaneous

All meetings and hearings under this procedure shall be conducted in private.

Any investigation or the processing of any grievance shall be conducted so as to result in a minimum of interference with or interruption of the work activities of the grieving employee.

Failure of the responsible administrator to render a decision within the stipulated time shall constitute a denial and permit appeal to the next level.

THE GRIEVANCE FORM

NOTE: At each level a new form is utilized with copies of action at another level attached.

AGGRIEVED EMPLOYEE SECTION

Date filed with Employer _____

Building _____

Grievant _____

Date violation occurred _____

Section of Agreement violated _____

Statement of Grievance _____

Adjustment desired _____

Date _____ Signature of Aggrieved Employee _____

EMPLOYER SECTION

Employer's Answer _____

Date _____ Signature Immediate Supervisor/Principal _____

AGGRIEVED EMPLOYEE SECTION

Concurrence with Employer Answer? Yes _____ No _____

Action Taken _____

Date _____ Signature of Aggrieved Employee _____

ARTICLE XV**IMPASSE PROCEDURE**

The District and the Association agree that an impasse in collective bargaining will be resolved by use of the procedures set forth in Chapter 20, Code of Iowa, except that the District and the Association agree to eliminate fact-finding from the impasse procedure.

ARTICLE XVI**REQUIRED TRAINING**

- A. Employees are responsible for all training and certification required by the Board.
- B. When such instruction is administered by an employee (Nurse) of this district, said employees will be paid at a rate equal to that of the employee's hourly wage but will not in any case exceed the rate of \$7.00 per hour.
- C. An employee can secure his/her official certification elsewhere as prescribed in Board Policy at his/her own expense if he/she so desires. When such official re-certification or certification is obtained in this manner, employees are not entitled to any hourly wage and course fee reimbursements.

ARTICLE XVII**HOURS AND RATES OF PAY**

- A. The regular hours for a bus driver are 3-1/2 hours per day.
- B. The normal work day for secretaries, teacher associates, one-on-one associates, food service personnel, and custodians will be set by the Employer as to the need of the specific assignment, needs of the district and budgetary limitations as determined by the Employer.
- C. When the Employer calls a staff meeting of any of the above group or groups, said employees will be paid their hourly rate up to but not to exceed \$7.00 per hour for said meeting.
- D. Employees who may be requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the

rate of twenty-four cents (\$.24) per mile for all driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the employee's home to his/her first location or from the employee's last location to his/her home is greater than the distance between the employee's home and his/her base school, he/she shall be reimbursed for the difference at the rate of twenty-four cents (\$.24) per mile.

. Secretaries assigned banking/post office assignments will receive a yearly stipend of \$235 in lieu of mileage or overtime pay.

. Method of Payment

Each employee will be paid in twelve (12) equal installments on the last working day of each month. Employees will receive their checks at their regular building unless otherwise requested by the employee.

i. All employees working six or more hours in a workday shall be entitled to two fifteen-minute break periods. Employees working four or more hours but less than six hours shall receive one fifteen-minute break period. Employees working two or more hours of overtime shall be entitled to an additional fifteen-minute break period.

I. Starting and ending times for the work day shall be determined by the district.

. When the schools are closed to students, due to inclement weather or unforeseen emergencies, regular and part-time employees shall not be required to report to their job assignments. However, secretaries are to report to work at the discretion of the building principal. Employees not required to report to or dismissed early from their job assignments shall not be paid for hours not worked.

. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, insurances, or any other plans or programs approved by the Association and Board.

K. A qualified part-time employee will be offered the opportunity to work for an absent regular or full-time employee before a substitute is hired, if the absence is anticipated to be more than two weeks. Such temporary work shall not qualify an employee for insurance benefits. Part-time employees who have completed their regularly assigned hours and who are directed by the district to fill an absent employee's shift in the same job position shall be compensated for such additional hours of work at the qualified part-time employee's regular rate of pay.

L. Employees working more than 40 hours in a seven day period beginning on Monday and ending on Sunday will be paid 1 1/2 times the regular hourly rate for that employee or will be given compensatory time off for all hours over 40. An employee required to work on a paid holiday will be paid 2 times the regular hourly rate for that employee. Custodians performing building checks on Saturday or Sunday outside their regular work week shall be paid one and one-half times the regular hourly rate of pay for that employee.

M. Bus Drivers

1. Employees shall receive a stipend of \$1.50 per day for reimbursement to him/her for the operation of a motor heater used at his/her home for buses.
2. Employees required to attend State Bus Inspection shall receive \$7.00 each for each inspection.

3. Activity trip drivers shall be compensated at \$9.00 per hour including ten minutes at the beginning and end of the activity. If more than one bus is taken to an activity and drivers are required to return to Osceola, all drivers will be compensated at the above activity rate. Drivers will be paid for a minimum of one hour for an activity trip. When a coach/school employee is not supervising students, activity trip drivers shall be compensated at \$10.00 per hour for driving time only. Bus drivers do not qualify for meal reimbursement while on activity trips.
 4. Bus drivers who are asked by the district to drive an activity trip instead of their regular route, which activity trip pays less than the regular day's pay, shall be compensated at their regular day's pay unless the activity trip pays more than the regular route pay. In such case, the bus driver shall receive the activity trip pay in lieu of the route pay.
 5. Employees who's buses breakdown in route shall be paid \$7.75 per hour.
 6. Bus drivers who are called in for an unscheduled early dismissal shall receive a stipend of \$3.00 per occurrence.
 7. Employees required to drive on an overnight trip shall be paid for a maximum of 16 hours out of each 24 hour period. Overnight accommodations shall be provided or paid for by the district.
 8. The school district shall reimburse bus drivers for the following costs of obtaining the required commercial driver's license:
 - a. Tuition for required class work;
 - b. Travel time plus time in class paid at the meeting rate of pay
 - c. Cost of required examination
 - d. Cost of state license
 - e. Cost of required physical exam up to \$50 once every two years
 - f. Mileage expenses as allowed under this agreement (or the District may, at its option, provide transportation) to and from required classes or tests.
 9. In case of inclement weather, with approval of supervisor, bus drivers will be paid extra time at their regular rate of pay. Extra pay will not start until after the first fifteen (15) minutes of extra time.
- N. During the term of this agreement, any employee, will be paid his/her 2004-05 school year regular hourly pay plus \$0.30 per hour for the 2005-06 school year or the minimum rate of pay for the employee's job category, whichever amount is higher. To be eligible for a raise the employee must be hired and begin work on or before May 15 and have completed his/her probationary period prior to August 15. Twelve month employees will receive their raise on July 1 of each year.
- O. A \$.25 night differential will be paid for employees beginning their shift at or after 1:00 p.m.

. During the term of this agreement, the minimum wage level will be as follows for each designated employee group:

Bus Driver	\$50 per day (\$25 a.m./\$25 p.m.) route drivers only
Special Ed Drivers	\$11.08
Hd. Custodian – 2	\$10.38
Mechanic Assistant	\$12.00
Asst. Hd. Custodian	\$9.13
Principal Secretary – 2	\$8.38
Registrar	\$8.38
Head Cook – 2	\$8.38
Custodian	\$8.13
JH Office Secretary	\$8.13
Associate w/BA Degree	\$8.13 (includes teacher associates, special ed associates and 1-on-1 associates – degree must be in education)
Office Secretary	\$7.25
Associate	\$7.25 (includes teacher associates, special ed associates and 1-on-1 associates)
Copy Technician	\$7.25
Messenger	\$7.25
Food Service	\$7.25

Credit for experience may be given up to a maximum of 50¢ per hour

ARTICLE XVIII

COMPLIANCE CLAUSES AND DURATION

A. Severability

If any provision of this agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

3. Finality

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with the respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or

contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

C. Term

This Agreement shall be effective as of August 15, 2005, and shall continue in effect through August 14, 2007, with the following exceptions: Article VII - Insurance; Article XVII - Hours and Rates of Pay; references to money in Article IV - Leaves of Absence, Article VIII - Health and Article XVI - Required Training; and two (2) articles selected by each party, which shall be negotiated for the second year of this agreement.

D. Signature Clauses

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon, all on this 9th day of May, 2005.

EMPLOYER
CLARKE COMMUNITY
SCHOOL DISTRICT

By 
President, Board of Education

By Ruth White
Board Secretary

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ASSOCIATION
CLARKE COMMUNITY
EDUCATIONAL SERVICES ASSOCIATION

By 
Association President

By Jan R. Collins
Chief Negotiator